

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metagenics, Inc.		01/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Collateral Agent		
Street Address:	1345 Avenue of the Americas, 46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5401239	BARITASTIC	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	47109.010		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	01/31/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Trademark Security Agreement**”) dated as of January 28, 2022, is made by Metagenics, Inc., a Delaware corporation (“**Grantor**”) in favor of Fortress Credit Corp., as collateral agent (in such capacity, together with its successors and permitted assigns, “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of November 1, 2021 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), by and among, *inter alios*, Meta Intermediate Holdings LLC, a Delaware limited liability company (“**Holdings**”), Meta Buyer LLC, a Delaware limited liability company (the “**Borrower**”), the other Credit Parties party thereto from time to time, Jefferies Finance LLC, as administrative agent for the Lenders, the Lenders from time to time party thereto, and Collateral Agent, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a First Lien Security Agreement dated as of the Closing Date in favor of Collateral Agent (the “**Security Agreement**”), to guarantee the Secured Obligations of Borrower; and

WHEREAS, Grantor is a party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable.

2. **Grant of Security Interest in Trademark Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Grantor Remains Liable. Notwithstanding anything to the contrary, Grantor hereby assumes full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Security Agreements subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

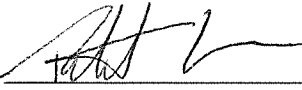
7. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Metagenics, Inc., as a Grantor

By:  _____

Name: Patrick Moon

Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CORP., as Collateral Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007597 FRAME: 0903

IN WITNESS WHEREOF, the undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Metagenics, Inc., as a Grantor

By: _____

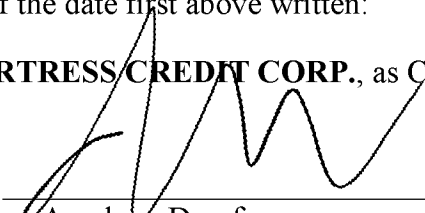
Name:

Title:

ACCEPTED AND AGREED

as of the date first above written:

FORTRESS CREDIT CORP., as Collateral Agent

By:  _____

Name: Avraham Dreyfuss

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007597 FRAME: 0904

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

BARITASTIC, US Registration No. 5,401,239 filed on July 24, 2017

2. TRADEMARK APPLICATIONS

None.